

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Name: CapitalSource Finance LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation (State-)
☒ Other (Delaware Limited liability company)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other - Release of Security Interest

Execution Date: May 18, 2004

2. Name and Address of receiving party(ies)

Name: Lernco, Inc.

Address: 450 West 33rd Street
New York, NY 10001

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation (Delaware)
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Attached Schedule

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675
Phone (212) 446-4800, Facsimile (212) 446-4900

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41)..... \$340

- ☐ Enclosed
☒ Authorized to be charged to Deposit Account

8. Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley M. Smith
Name of Person Signing

Hayley M. Smith
Signature

5/20/04
Date

Total number of pages including cover sheet, attachments, and document: __

SCHEDULE TO RECORDATION COVER SHEET**U.S. TRADEMARKS**

MARK	REG. NO.	REG. DATE
LERNER (Words Only)	1431895	03/10/87
LERNER (Stylized Letters)	1133390	04/15/80
LERNER (Words Only)	1122084	07/10/79
LERNER NEW YORK (Words Only)	2260860	07/13/99
LERNER NEW YORK (Words Only)	1987113	07/16/96
NEW YORK & COMPANY (Words Only)	2507567	11/13/01
NEW YORK & COMPANY (Words Only)	2629986	10/08/02
NY& CO. (Words Only)	2460184	06/12/01
NY JEANS NEW YORK & COMPANY (Words Only)	2573780	05/28/02
NEW YORK JEANS	2714767	05/13/03
NY & CO.	2076151	07/01/97
NY JEANS NEW YORK & COMPANY	2387472	09/19/00

**RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT OF
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Release") is made as of May 18, 2004 ("Effective Date") by and between LERNCO, INC., a Delaware corporation, with its principal office at 450 West 33rd Street, New York, New York 10001 ("Grantor"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, with its principal office at 4445 Willard Avenue, Chevy Chase, Maryland 20815 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Collateral Assignment of Trademarks (Security Agreement) by and between Grantor and Grantee dated November 27, 2002 (the "Security Agreement"), Grantor granted to Grantee a security interest in and to all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and trade names (the "Trademarks"); all registrations of trademarks in the United States and all foreign countries; all trade names, trademarks and trademark registrations thereafter adopted or acquired and used, including but not limited to, those which are based upon or derived from the trademarks or any variations thereof (the "Future Trademarks"); all extensions, renewals, and continuations of the Trademarks and Future Trademarks; all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks; all packaging, labeling, trade names, service marks, logos, trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof (collectively the "Collateral"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, Grantor and Grantee entered into that Security Agreement pursuant to the terms and conditions of that certain Note Purchase and Security Agreement by and between Grantor and Grantee dated November 27, 2002;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on January 13, 2003, at Reel 2651, Frame 0434;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, and hereby terminates, reassigns, cancels and releases any and all security interests it has against the Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of May 17, 2004.

CAPITALSOURCE FINANCE LLC

Name: _____

Title: _____

Joseph Turitz
Joseph Turitz
General Counsel

STATE OF

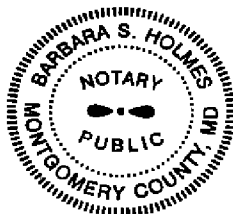
MARYLAND,

COUNTY OF

MONTGOMERY

SS.

On this *18th* day of *MAY* 2004, there appeared before me *JOSEPH TURITZ* personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of _____.



BARBARA S. HOLMES
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
My Commission Expires
March 30, 2008

Barbara S. Holmes
Notary Public

SCHEDULE A
U.S. TRADEMARKS

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